

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

RYAN LEWIS,

Plaintiff,

-vs-

THE STATE UNIVERSITY OF NEW YORK
UPSTATE HEALTH SCIENCE CENTER, JULIE
WHITE, DAVID R. SMITH, LYNN M. CLEARY,
MARGARET TANDOH, LEANNE M.
LESPERANCE and STEVEN J. SCHEINMAN,

Defendants.

**STIPULATION OF
DISCONTINUANCE PURSUANT TO
RULE 41(A)**

**5:12-CV-0631
(NAM) (ATB)**

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned, the attorneys for plaintiff and defendants, parties to the above entitled-action, that, whereas no party hereto is an infant or incompetent person for whom a committee has been appointed, and no person not a party has an interest in the subject matter of the action, the above-entitled action be and the same hereby is dismissed on the particular circumstances of this case, on the following terms and conditions, which it is agreed are of and shall have no legal precedential value in any other case either between the parties to this case or any other parties:

1. Plaintiff discontinues this action without prejudice and without damages, costs, interest or attorneys fees, and discharges and releases defendants The State University of New York Upstate Health Science Center, Julie White, David R. Smith, Lynn M. Cleary, Margaret Tandoh, Leanne M. Lesperance and Steven J. Scheinman, including their agencies, subdivisions, employees, private contractors or assignees, of any and all claims, demands, or causes of actions, known or unknown, now existing or hereafter arising, whether presently asserted or not, which relate in any way to the subject matter of this action.

2. Defendants discharge and release plaintiff from any and all claims, demands, or causes of actions, known or unknown, now existing or hereafter arising, whether presently asserted or not, which relate in any way to the subject matter of this action.

3. This action is hereby discontinued without prejudice pursuant to Rule 41(a) of the Federal Rules of Civil Procedure.

4. The parties agree that no provision of this stipulation shall be interpreted to be an acknowledgment of the validity of any of the allegations or claims that have been made in the action.

5. The foregoing constitutes the entire agreement of the parties.

Dated: March 12, 2013
at, New York , New York

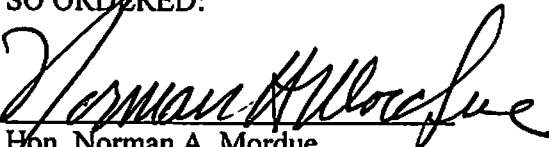
/s/David T. Sirotkin
David T. Sirotkin, Esq.
Morelli Ratner, P.C.
Attorneys for Plaintiff
950 Third Avenue 11th Floor
New York, New York 10022
Bar Roll No. 517530

Dated: March 12, 2013
at, Syracuse, New York

ERIC T. SCHNEIDERMAN
Attorney General of the State of New York
Attorney for Defendants
By: s/Timothy P. Mulvey
Timothy P. Mulvey, Esq., of counsel
Office of the Attorney General
615 Erie Boulevard West, Suite 102
Syracuse, New York 13204
Bar Roll No. 510757

Dated: March 13, 2013
Syracuse, New York

SO ORDERED:


Hon. Norman A. Mordue
UNITED STATES DISTRICT JUDGE